

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT7321524

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	JOSHUA D. STUCKEY	05/09/2022
RECEIVING PARTY DATA		
Name:	TERN ICE CREAM COMPANY, LLC	
Street Address:	1048 MAIN STREET	
City:	BLUE BALL	
State/Country:	PENNSYLVANIA	
Postal Code:	17506	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	11160293
CORRESPONDENCE DATA		
Fax Number:	(717)547-1900	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	17175561000	
Email:	patents@saxtonstump.com	
Correspondent Name:	SAXTON & STUMP, LLC	
Address Line 1:	280 GRANITE RUN DRIVE, SUITE 300	
Address Line 4:	LANCASTER, PENNSYLVANIA 17601	
ATTORNEY DOCKET NUMBER:	004402.00001	
NAME OF SUBMITTER:	KERRI J. SMITH	
SIGNATURE:	/Kerri J. Smith/	
DATE SIGNED:	05/10/2022	
Total Attachments: 3		
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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("Patent Assignment"), dated as of May 9, 2022, is made by JOSHUA D. STUCKEY ("Seller"), an individual located at 618 Elm St., East Earl, PA 17519, in favor of TERN ICE CREAM COMPANY, LLC ("Buyer"), a Limited Liability Corporation duly organized and existing under and by virtue of the laws of the State of Pennsylvania, and having a place of business at 1048 Main St., Blue Ball, PA 17506.

WHEREAS, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, all of Seller's right, title, and interest in and to the following (the "Assigned Patents"):

(a) U.S. Patent No. 11,160,293, CENTRIFUGAL ICE CREAM FREEZER AND METHOD OF USE, issued on November 2, 2021, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents");

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office to record and register this Patent Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Patents to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Asset Purchase Agreement, to

which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Patents. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.

5. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Patent Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Pennsylvania, without giving effect to any choice or conflict of law provision or rule (whether of the State of Pennsylvania or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Patent Assignment as of the date first above written.

JOSHUA D. STUCKEY

By: 

Title: Inventor

Address for Notices: 618 Elm St
East Earl PA 17519

CERTIFICATE OF WITNESS

I acknowledge that I was personally present and did see the above-named assignor, who is personally known to me, duly execute the above assignment on the date set forth.



Printed Name of Witness



Signature of Witness

Date:

5/9/2022